



Deer Hollow Farm LLC
Kathy & Phillip Baird
P. O. Box 89
8024 State Route 871
Morganfield, KY 42437
www.deerhollowfarmllc.com
deerhollowfarm@yahoo.com

1. Horse(s) Boarded and Information: Subject to the terms of this Agreement, Deer Hollow Farm, LLC will board the following Equine ("Horse") at Deer Hollow Farm, LLC property located at 8024 State Route 871, MORGANFIELD, Kentucky 42437 (the "Farm"):

Horse Name: _____ Breed and Registration #: _____, T# (if applicable) _____ owned by: _____.

Owner agrees to provide the Farm with information concerning the Horse(s) as Deer Hollow Farm, LLC may reasonably request, including name, year of birth, color, sire, dam, and current reproductive status.

2. Horse Owner hereby states that he/she has inspected the premises of the breeding facility, including the facilities in which the mare or mare/foal is to be kept and is satisfied with their condition, upkeep and safety. Horse Owner agrees that the standard of care to be imposed upon Farm is that of ordinary care of a prudent horse owner and not that of compensated Bailee.

Mare Care Preference of Owner ~ Please select one by initialing and dating:

Dry Mare Board \$ 14.00
 Wet Mare board \$ 16.00
 Lay up Stall _____
 Year round mare care \$ 350.00 (per month, includes worming every 2 months for mare and foal, annual contract required)

Other Fees:

Foaling fee \$375.00 (Normal delivery, immediate post-foaling injections, Foalart, IgG snap test, navel dipped, some imprinting)
 Mare Management Fee \$100.00
 Trip to airport to pick up semen at airport, in which semen arrives on time \$60.00 (any delays will be billed at \$30/hr)
 Regumate (product and administration) \$6/day
 Other: _____ Rate \$ _____

Vet, Farrier, container returns, medications administered or supplements added, and special dietary services are additional. Local hauling available at a fee of \$ 1.10 per mile.

Board and other expenses will be charged to Owner as of the date each Horse arrives on the Farm or is weaned.

*** All container fees will be the responsibility of the mare owner.

3. All horses shall be accompanied upon arrival by a current health certificate (within 30 days) and a current (within 12 months) negative COGGINS TEST prior to horse's arrival at the breeding farm. Health Certificate shall indicate current vaccinations. Said vaccinations shall have been administered a minimum of 14 days prior to arrival at farm for: EASTERN/WESTERN ENCEPHALOMYELITIS, TETANUS, INFLUENZA, RHINOPNEUMONITIS EVH-1 & EVH-4, STREPTOCOCCUS EQUI (Strangles), and WEST NILE VIRUS. Mares that have been EVA vaccinated are allowed on the farm 21 days post injection. Horse shall have been dewormed within 30 days and indicate type/brand of dewormer administered. Horses will be dewormed on 60 day intervals. Horses will not be allowed on the premises without appropriate health certificate, vaccinations etc., unless pre-arranged with Farm.
4. Billing. Deer Hollow Farm, LLC will invoice Owner on a monthly basis a statement of the board and expenses incurred, and Owner agrees to pay said statement within ten (10) days of the billing date of such statement. A one and one-half (1 1/2%) percent per month interest and bookkeeping charge will be added to any sum that is not paid within thirty (30) days of the billing date. The billing and correspondence address is **PO Box 89, Morganfield, KY 42437**. All costs and expenses incurred by said horse, whether due and owing as reimbursement to Deer Hollow Farm, LLC or due and owing directly to the provider of such as veterinarian care and treatment, must be paid in full prior to the horse leaving the premises.
5. Insurance. Owner assumes all risk of loss to the Horse(s) and is solely responsible for maintaining any and all insurance on each Horse. Deer Hollow Farm, LLC shall not be responsible for complying with the terms of any insurance coverage or for giving any notice to any insurance carriers.
6. Duties, Rights, and Authority of Deer Hollow Farm, LLC. Deer Hollow Farm, LLC shall have all reasonable authority and discretion with respect to the keep, maintenance, care, management and supervision of the Horse(s). In addition, Deer Hollow

Farm, LLC shall have the authority to choose the veterinarians to treat and care for each Horse, and the further authority to take whatever action Deer Hollow Farm, LLC, its agents and employees deem best for the care of each Horse, including, but not limited to, surgical procedures and all other veterinary treatment it elects to authorize, for which services and medications Owner agrees to pay in full. Deer Hollow Farm, LLC agrees to attempt to contact Owner regarding extraordinary veterinarian decisions or actions to be taken; provided, however, that the failure of Deer Hollow Farm, LLC to contact Owner shall not abrogate the authority hereinabove granted. Owner agrees that no Horse for which veterinarian care and treatment has been provided pursuant to this paragraph shall be removed from the Farm until such time as all costs and expenses incurred for such veterinarian care and treatment, whether due and owing as reimbursement to Deer Hollow Farm, LLC or due and owing directly to the provider of such veterinarian care and treatment, have been paid in full. In the event of colic or life threatening illness of the Mare and/or Foal, all reasonable means available will be utilized to save said Mare/Foal unless otherwise specifically instructed by Mare Owner, including surgery if recommended by the veterinarian. Mare Owner shall pay any and all costs in connection therewith. Mare Owner must waive/exclude specific veterinary care in writing in the Mare Owner Disclaimer box at the end of this contract.

7. **Disclaimer of Liability and Release.** While any Horse is in the custody of Deer Hollow Farm, LLC, Deer Hollow Farm, LLC shall not be liable for any accident, sickness, disease, estray, theft, death or injury which may be suffered by such Horse, or for any other cause of action whatsoever, arising out of, directly or indirectly, the care and boarding of such Horse and Owner does hereby release the Farm from any liability relating to any of the foregoing, unless caused by the gross negligence of Deer Hollow Farm, LLC.
8. **Indemnification.** Owner agrees to indemnify and hold Deer Hollow Farm, LLC harmless from any and all liabilities, claims, injuries and/or damages (including, but not limited to, reasonable attorneys fees) which may be caused by Owner or Owner's agents or employees or the Horse(s) or which may arise out of or relate to the boarding of the Horse(s).
9. **Dangerous Condition.** Deer Hollow Farm, LLC reserves the right to refuse to accept or to keep any Horse if Deer Hollow Farm, LLC determines that the Horse may be dangerous to life or property. Owner agrees to immediately remove any and all Horses upon notice of such condition. All fees incurred will be due and payable prior to mare's removal. Mare shall be halter broke and reasonably safe for handling and breeding. Rear shoes shall be removed.
10. **Grant of Security Interest.** Owner hereby grants and conveys to Deer Hollow Farm, LLC a security interest in the Horse(s), any stallion service certificates relating to the Horse(s) to secure the payment of all board charges and expenses provided for hereunder and all other costs (including reasonable attorneys' fees) associated with the Horse(s) and hereby authorizes Deer Hollow Farm, LLC to file any financing statements to perfect said security interest. This Agreement may serve as a security agreement. This Agreement does not affect and is in addition to any agister's lien in favor of Deer Hollow Farm, LLC and the rights of Deer Hollow Farm, LLC which arise pursuant to Kentucky law including, without limitation, KRS 376.400.
11. **Term.** This contract shall remain in force unless and until it is terminated by either party upon 30 days written notice. The terms and provisions hereinabove stated shall apply until each Horse leaves the care of Deer Hollow Farm, LLC. Upon conclusion of this Agreement, Owner shall pay all outstanding board and expenses hereunder and shall thereafter promptly remove any and all Horse(s) from Deer Hollow Farm, LLC.
12. **Attorneys' Fees and Costs.** In the event it becomes necessary for Deer Hollow Farm, LLC to retain an attorney to enforce any term of this Agreement, including without limitation collection of boarding fees due, Deer Hollow Farm, LLC shall be entitled to recover its reasonable attorneys' fees and costs expended, in addition to all other remedies.
13. **Assignment.** This agreement cannot be assigned by Owner without the express written consent of Deer Hollow Farm, LLC.
14. **Miscellaneous.** This agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns and shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. The venue for any action arising hereunder shall be Union County, Kentucky. The party executing this Agreement as Owner hereby warrants that he has title to and is the legal owner of the Horses to be boarded, or, if an agent, that he is fully and legally authorized to enter and execute this Agreement, for and on behalf of his principal(s).
15. **WARNING: UNDER KENTUCKY LAW, A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL OR OTHER PERSON DOES NOT HAVE THE DUTY TO ELIMINATE ALL RISKS OF INJURY OR PARTICIPATION IN FARM ANIMAL ACTIVITIES. THERE ARE INHERENT RISKS OF INJURY THAT YOU VOLUNTARILY ACCEPT IF YOU PARTICIPATE IN FARM ANIMAL ACTIVITIES.**

If mare will be bred at Deer Hollow Farm LLC, please complete the following information:

This agreement, 2009 On-Farm Breeding Contract, is entered into on the date recorded below by Deer Hollow Farm LLC, known as "Farm" and hereinafter referred to as "Farm" and the "Mare Owner/Lessor" whose name or signature appears below and hereinafter referred to as "Mare Owner". All parties agree that they have executed and have in effect a current and paid Stallion Breeding Contract for the following Stallion: _____, Breed and Registration # _____ of their choice standing at _____ to breed the Mare named above. It is understood that the Stallion Owner is not part of the On Farm agreement between Mare Owner and Deer Hollow Farm LLC/farm when mare is bred at Deer Hollow Farm LLC facility. In addition, Mare Owner must supply the Pertinent Mare Information form, completed in full to Deer Hollow Farm LLC; at least 5 days prior to mare arrival at Farm.

A One-Time Mare Cycle Management Fee of \$ 100.00 applies. Client is responsible for, but not limited to the following additional expenses associated to breeding or care of the mare such as: palpations, ultrasounds, inseminations, other veterinary expenses, vet trip charges, reproduction medications, stallion breeding farm shipped semen charges, container shipment charges, airport courier, container returns, farriers, etc.

Mare Owner understands and agrees that upon arrival at the breeding facility, the Mare will be examined by a licensed veterinarian selected by Farm, and initial reproductive tests such as Culture, Cytology with Sensitivity will be performed at Mare Owner's expense; unless satisfactory test results performed within 30 days of Mare arrival are provided by Mare Owner for any open/barren mares. Mare Owner authorizes Farm, to engage performance of such veterinary services, (such as pregnancy testing, palpation, suturing, etc.) as Farm or its Veterinarians may deem reasonably necessary for the proper treatment, care and protection of the mare and/or foal at side. Mare Owner also acknowledges that Farm will/may perform certain customary and ordinary procedures under guidance of veterinarian and/or that some reproductive procedures will/may be performed by Farm staff/technicians under supervision or at direction of Farm veterinarian. All veterinary procedures are to be done at the Mare Owner's expense and will be billed and payable as above described.

If mare is Open/Barren for the 2010 Breeding season a Negative Uterine Culture and Equine Cytology with Sensitivity ARE REQUIRED.

Mare Owner agrees to provide Farm with a reasonable and sufficient opportunity to settle Mare, at least two heat periods, or being certified in foal by Farm's veterinarian. In the event Mare Owner does not leave the mare at the breeding facility for thirty days following last breeding for purposes of a pregnancy test, mare owner assumes all responsibility for pregnancy testing. Results of mare's pregnancy check must be provided to Deer Hollow Farm LLC/farm by owner within five days of check. This contract shall remain in force unless and until it is terminated by either party upon 30 days written notice. The terms and provisions hereinabove stated shall apply until each Horse leaves the care of Deer Hollow Farm, LLC. Upon conclusion of this Agreement, Owner shall pay all outstanding breeding and/or board charges and expenses hereunder and shall thereafter promptly remove any and all Horse(s) from Deer Hollow Farm, LLC.

Mare Owner agrees and warrants to:

- 1) Provide minimum 10 day notice of arrival of mare to Farm. Expected Arrival Date: _____
- 2) Submit to Farm a completed Pertinent Mare Information Form least five days prior to the mare's arrival on the premises of the breeding facility.
- 3) Provide a complete copy of Stallion breeding contract including shipped semen (cooled/frozen) notification requirements.
- 4) Mare/Mare and Foal is, to Mare Owner's knowledge, free from transmittable illnesses or diseases. Mare Owner MUST disclose to Farm if the Mare/Mare and foal have been exposed to or located on a premises that has had any infectious diseases within six months of proposed arrival to Farm.

Deer Hollow Farm LLC, P.O. Box 89 Morganfield, KY 42437 Farm located at 8024 State Route 871 Morganfield, KY 42437 ;Kathy Baird, managing member (270)952-5391 cell;(270)389-2557 home;(270)822-5688 barn website: www.deerhollowfarmllc.com email: deerhollowfarm@yahoo.com

Required Horse Owner information

Horse Owner/Agent:
Farm Name:
Billing Name:
Billing Address:
Primary Phone number:
Alternate Phone Number:
Email Address:
Other Contact/phone number (emergency):

Horse Owner Disclaimer (REQUIRED INFORMATION):

In the event of colic or life threatening illness of Mare and/or Foal, all means available as instructed by attending veterinarian will be utilized to save said Mare/Foal, including surgery as advised by veterinarian. If mare owner chooses to refuse specific treatments; it is described as follows:

Horse Owner/Agent Signature

Date

Signature of Horse Owner/Agent

Date

Deer Hollow Farm LLC Representative Signature

Date